

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the following (collectively, “the Parties”), through their authorized representatives: the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) and the United States Department of Veterans Affairs (“VA”) (collectively, the “United States”); the State of Georgia; GGNSC Holdings, LLC (“GGNSC”); and Joseph L. Micca (the “Relator”).

RECITALS

As a preamble to this Agreement, the Parties agree to the following:

A. GGNSC provides skilled nursing facility services to Medicare, Medicaid, and VA beneficiaries. Among the skilled nursing facilities owned and operated by GGNSC are Golden LivingCenter – Glenwood (“GLCG”) and Golden LivingCenter – Dunwoody f/k/a Golden LivingCenter – Northside (“GLCD”).

B. On April 9, 2010, Joseph L. Micca filed a *qui tam* action in the United States District Court for the Northern District of Georgia captioned *United States & State of Georgia ex rel. Micca v. GGNSC Holdings, LLC et al.*, No. 1:10-CV-1055-ODE (N.D. Ga. Apr. 9, 2010), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and the Georgia State False Medicaid Claims Act, O.C.G.A. § 49-4-168.2 (the “Civil Action”). Relator alleges in the Civil Action, *inter alia*, that the services GGNSC provided failed to meet professionally recognized standards of healthcare.

C. The United States and the State of Georgia contend that GGNSC submitted or caused to be submitted claims for payment to the Medicare Program (Medicare), Title XVIII of

the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1; the Medicaid Program (Medicaid), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5; and the Veterans Affairs Program, 38 U.S.C. §§ 1701-1743.

D. The United States and the State of Georgia contend that they have certain civil claims against GGNSC for submitting or causing to be submitted claims for reimbursement to Medicare, Medicaid, and the VA for the care of residents of GLCD and GLCG who received inadequate and/or worthless wound care services during the period from January 1, 2006 through May 31, 2011. Specifically, the United States and the State of Georgia contend that GLCD and GLCG provided the residents at these facilities with inadequate and/or worthless wound care services that included the inadequate and/or worthless monitoring, documentation of, and prevention and treatment of wounds. This conduct is referred to herein as the “Covered Conduct.”

E. The United States and the State of Georgia also contend that they have certain administrative claims against GGNSC for the Covered Conduct, as specified in Paragraphs 8 and 9 below.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) and O.C.G.A. § 49-4-168.2(i) to a share of the proceeds of this Settlement Agreement, as described in Paragraph 3 below, and to Relator’s reasonable expenses, attorneys’ fees, and costs.

G. This Settlement Agreement is not an admission of liability by GGNSC, which expressly denies and disputes the allegations set forth herein and in the Civil Action. The United States and the State of Georgia contend that their claims are well founded.

H. To avoid the delay, uncertainty, inconvenience, and expense of protracted

litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. GGNSC shall pay to the United States \$423,544.47 plus interest at a rate of 1.875% per annum from September 30, 2011 and continuing until and including the day before payment is made under this Agreement (collectively, the “Federal Settlement Amount”) by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of Georgia no later than ten calendar days after the Effective Date of this Agreement.

2. GGNSC shall pay to the State of Georgia \$189,756.02 plus interest at a rate of 1.875% per annum from September 30, 2011 and continuing until and including the day before payment is made under this Agreement (collectively, the “State Settlement Amount”) pursuant to written instructions to be provided by the State of Georgia Medicaid Fraud Control Unit no later than ten calendar days after the Effective Date of this Agreement.

3. Conditioned upon the United States receiving the Federal Settlement Amount and the State of Georgia receiving the State Settlement Amount from GGNSC and as soon as feasible after receipt, the United States shall pay eighteen percent (18%) of the Federal Settlement Amount to Relator by electronic funds transfer and the State of Georgia shall pay eighteen percent (18%) of the State Settlement Amount to Relator by electronic funds transfer, as Relator’s share of the proceeds.

4. GGNSC agrees to pay Relator and Relator’s counsel in full satisfaction of his retaliation claim under 31 U.S.C. § 3730(h) and his attorneys’ fees, expenses and costs under 31

U.S.C. § 3730(d) and (h) and the Georgia State False Medicaid Claims Act, O.C.G.A. § 49-4-168.2, pursuant to a separate written agreement, no later than ten calendar days after the Effective Date of this Agreement, by electronic funds transfer to the client trust account maintained by Relator's counsel pursuant to written instructions to be provided by Relator's counsel. No other payments shall be made by GGNSC to Relator or his counsel with respect to the matters covered by this Agreement.

5. Subject to the exceptions in Paragraph 10 (concerning excluded claims) below, and conditioned upon GGNSC's full payment of the Federal Settlement Amount, the United States releases GGNSC, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former owners, directors, officers, and employees from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; any statutory provision for which the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. Part 0, Subpart I, Section 0.45(d); or the common law theories of payment by mistake, unjust enrichment, disgorgement, conversion, recoupment, restitution, misrepresentation, and fraud.

6. Subject to the exceptions in Paragraph 11 (concerning excluded claims) below, and conditioned upon GGNSC's full payment of the State Settlement Amount, the State of Georgia releases GGNSC, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former owners, directors, officers, and employees from any civil or administrative monetary claim the State of Georgia has

or may have for the Covered Conduct under the Georgia State False Medicaid Claims Act, O.C.G.A. § 49-4-168, *et seq.*, or the common law theories of payment by mistake, unjust enrichment, disgorgement, conversion, recoupment, restitution, misrepresentation, and fraud.

7. Conditioned upon GGNSC's full payment of the Federal Settlement Amount, the State Settlement Amount, and the amounts to be paid pursuant to that separate Settlement Agreement and Release between Joseph L. Micca, M.D. and GGNSC Holdings, LLC of equal date hereof, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, fully releases and discharges GGNSC, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former owners, directors, officers, employees, and agents, and the heirs, successors, attorneys, agents, and assigns of any of them, from any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages, costs, and expenses, of any kind or character, or nature whatsoever, whether known or unknown, fixed or contingent, in law or equity, that they have, may have, could have asserted, or may assert in the future, on behalf of themselves or on behalf of any other person or entity, including the United States, the State of Georgia, or any other state or local government or sovereign, arising from the beginning of time until the Effective Date of this Agreement ("Relator's Claims"). Relator represents and warrants that he has not assigned or transferred any of Relator's Claims to any person, entity, or thing, and covenants and agrees not to assert or pursue any of Relator's Claims in any way. Relator expressly stipulates and agrees to indemnify GGNSC as to any and all claims which may arise from any assignment or transfer, or attempted assignment or transfer, in breach of the representations and warranties set forth in this Paragraph, to include any costs and attorneys' fees

incurred by GGNSC in defending against such claims.

8. In consideration of the obligations of GGNSC in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and GGNSC, and conditioned upon GGNSC's full payment of the Federal Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against GGNSC, GGNSC Decatur II LLC, d/b/a Golden LivingCenter – Glenwood, and GGNSC Atlanta LLC, d/b/a Golden LivingCenter – Dunwoody, formerly known as Golden LivingCenter – Northside under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities), or 42 U.S.C. § 1320a-7(b)(6)(B) (permissive exclusion for providing items or services that failed to meet professionally recognized standards of care) for the Covered Conduct, except as reserved in Paragraph 10 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude GGNSC, GGNSC Decatur II LLC, d/b/a Golden LivingCenter – Glenwood, and GGNSC Atlanta LLC, d/b/a Golden LivingCenter – Dunwoody, formerly known as Golden LivingCenter – Northside from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 10, below.

9. In consideration of the obligations of GGNSC in this Agreement and the CIA,

entered into between OIG-HHS and GGNSC, and conditioned upon GGNSC's full payment of the State Settlement Amount, the Georgia Department of Community Health agrees to release and refrain from instituting, directing, or maintaining any administrative adverse actions against GGNSC, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors, and assigns, and their current and former owners, directors, officers, and employees as defined in Chapter 400, Part I, Policies and Procedures for Medicaid/Peachcare for Kids based upon the Covered Conduct.

10. Notwithstanding the releases given in Paragraphs 5 and 8 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- g. Any liability of individuals (including GGNSC's current and former owners, directors, officers, and employees) who receive written notification that they are the target of a criminal investigation (as defined

in the United States Attorneys' Manual), are criminally indicted or charged, or who enter a criminal plea agreement related to the Covered Conduct.

11. Notwithstanding the releases given in Paragraphs 6 and 9 of this Agreement, or any other term of this Agreement, the following claims of the State of Georgia are specifically reserved and are not released:

- a. Any liability arising under revenue statutes;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the State of Georgia (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- g. Any liability of individuals (including GGNSC's current and former owners, directors, officers, and employees) who receive written notification that they are the target of a criminal investigation, are criminally indicted or charged, or who enter a criminal plea agreement related to the Covered Conduct.

12. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under

all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B) and O.C.G.A. § 49-4-168.2(d)(3). Conditioned upon Relator's receipt of the payment described in Paragraph 3 above, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and the State of Georgia and their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730 or O.C.G.A. § 49-4-168.2, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action; provided, however, that nothing in this Agreement shall limit any right of Relator to any portion of a Relators' share which may be awarded in that action styled United States of America, et al. v. Aseracare, Inc., et al., Civil Action No. 2:12-cv-0245-KOB (N.D. Ala.).

13. Conditioned upon GGNSC's full payment of the amount referenced in Paragraph 4 above, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases GGNSC, its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former owners, directors, officers, employees, and agents, and the heirs, successors, attorneys, agents, and assigns of any of them, from any claim they have, may have, could have asserted, or may assert in the future, on behalf of themselves or on behalf of any other person for any liability to Relator or his attorney arising from the filing of the Civil Action or the negotiation of this Agreement, under 31 U.S.C. § 3730 (d) and (h) or O.C.G.A. § 49-4-168.2 for expenses or for attorneys' fees and costs.

14. GGNSC, for itself and its predecessors, and its current and former divisions, parents, affiliates, subsidiaries, successors and assigns, and their current and former owners, directors, officers, employees, and agents, and the heirs, successors, attorneys, agents, and

assigns of any of them, releases Relator and his heirs, successors, attorneys, agents, and assigns, from any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages, costs, and expenses, of any kind or character, or nature whatsoever, whether known or unknown, fixed or contingent, in law or equity, that they have, may have, could have asserted, or may assert in the future, on behalf of themselves or on behalf of any other person or entity, arising from the beginning of time until the Effective Date of this Agreement.

15. GGNSC waives and shall not assert any defenses GGNSC may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States or GGNSC concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the State of Georgia or GGNSC concerning the characterization of the Settlement Amount for purposes of revenue statutes or regulations of the State of Georgia.

16. GGNSC fully and finally releases the United States and the State of Georgia, and their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that GGNSC has asserted, could have asserted, or may assert in the future against the United States or the State of Georgia,

or their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' and State of Georgia's investigation and prosecution thereof.

17. The Federal Settlement Amount and the State Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary, the VA, or any state payer, related to the Covered Conduct; and GGNSC agrees not to resubmit to any Medicare carrier or intermediary, the VA, or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

18. GGNSC agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of GGSNC, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' or State of Georgia's audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) GGNSC's investigation, defense, and corrective actions undertaken in response to the United States' or State of Georgia's audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

- (4) the negotiation and performance of this Agreement;
- (5) the payments GGNSC makes to the United States and the State of Georgia pursuant to this Agreement and any payments that GGNSC may make to Relator, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (i) retain the Monitor to perform annual reviews as described in Section III of the CIA; and
 - (ii) prepare and submit reports to the OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in this paragraph 18.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to GGNSC.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by GGNSC, and GGNSC shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by GGNSC or any of its subsidiaries or affiliates to the

Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

GGNSC further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by GGNSC or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. GGNSC agrees that the United States, at a minimum, shall be entitled to recoup from GGNSC any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by GGNSC or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on GGNSC or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the

United States to audit, examine, or re-examine GGNSC's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

19. This Agreement is intended to be for the benefit of the Parties only, except as expressly stated. The Parties do not release any claims against any person or entity other than the Parties, except as explicitly stated in this Agreement, including in Paragraph 20 (waiver for beneficiaries paragraph), below.

20. GGNSC agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

21. After the Effective Date of this Agreement and upon receipt of the Federal Settlement Amount and the State Settlement Amount, the United States and GGNSC shall promptly sign and file a Stipulation of Dismissal with prejudice of *United States v. Golden LivingCenter-Northside*, No. 1:11-cv-03091-ODE-RGV (N.D. Ga. July 12, 2011), pursuant to Rule 41(a)(1).

22. After the Effective Date of this Agreement, the United States and the State of Georgia shall promptly file in the Civil Action a Notice of Intervention as to the Covered Conduct. Upon receipt of the Federal Settlement Amount, the State Settlement Amount, and the payment referenced in Paragraph 4 above, the United States, the State of Georgia, and Relator also shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The Joint Stipulation of Dismissal, with respect to the

Covered Conduct, shall be with prejudice to the United States, the State of Georgia, and Relator. With respect to all remaining claims, the Joint Stipulation of Dismissal shall be without prejudice to the United States, without prejudice to the State of Georgia, and with prejudice to Relator.

23. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as explicitly stated in this Agreement.

24. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

25. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Georgia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

26. This Agreement, together with the separate written agreement referenced in Paragraph 4 above, constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

27. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

28. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

29. This Agreement is binding on GGNSC's successors, transferees, heirs, and assigns.

30. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

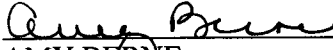
31. All parties consent to the United States' and State of Georgia's disclosure of this Agreement, and information about this Agreement, to the public.

32. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

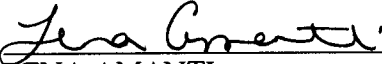
THE UNITED STATES OF AMERICA

SALLY QUILLIAN YATES
UNITED STATES ATTORNEY

DATED: 12/31/12

BY: 
AMY BERNE
Assistant United States Attorney
United States Attorney's Office
Northern District of Georgia

DATED: 12/31/12

BY: 
LENA AMANTI
Assistant United States Attorney
United States Attorney's Office
Northern District of Georgia

DATED: _____

BY: _____
ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

THE UNITED STATES OF AMERICA

SALLY QUILLIAN YATES
UNITED STATES ATTORNEY

DATED: _____

BY: _____

AMY BERNE
Assistant United States Attorney
United States Attorney's Office
Northern District of Georgia

DATED: _____

BY: _____

LENA AMANTI
Assistant United States Attorney
United States Attorney's Office
Northern District of Georgia

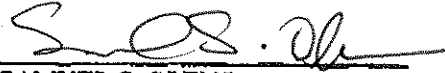
DATED: 12/21/12

BY: Robert K. DeConti


ROBERT K. DECONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

STATE OF GEORGIA

DATED: 12/27/12

BY: 
SAMUEL S. OLENS
Attorney General
State of Georgia

DATED: 12/27/12

BY: 
ROBERT M. FINLAYSON, III
Inspector General
State of Georgia Department of Community Health

GGNSC HOLDINGS, LLC - DEFENDANT

DATED: 12/19/12

BY: 

DAVID C. BECK
Executive Vice President and Chief Legal Officer
GGNSC Holdings, LLC

DATED: _____

BY: _____

PAUL B. MURPHY
RICHARD L. SHACKELFORD
CHRISTOPHER C. BURRIS
King & Spalding LLP
Counsel for GGNSC Holdings, LLC

GGNSC HOLDINGS, LLC - DEFENDANT

DATED: _____

BY: _____

DAVID C. BECK
Executive Vice President and Chief Legal Officer
GGNSC Holdings, LLC

DATED: 12-20-12

BY: 

PAUL B. MURPHY
RICHARD L. SHACKELFORD
CHRISTOPHER C. BURRIS
King & Spalding LLP
Counsel for GGNSC Holdings, LLC

JOSEPH L. MICCA - RELATOR

DATED: 12/19/2012

BY: Joseph L. Micca
JOSEPH L. MICCA
Relator

DATED: _____

BY: _____
J.D. DALBEY
Chilivis, Cochran, Larkins & Bever LLP
Counsel for Joseph Micca

DATED: _____

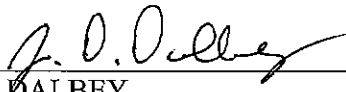
BY: _____
WILLIAM C. TINSLEY II
Tinsley Bacon Tinsley, LLC
Counsel for Joseph Micca

JOSEPH L. MICCA - RELATOR

DATED: _____

BY: _____
JOSEPH L. MICCA
Relator

DATED: 12-19-12

BY: 

J.D. DALBEY
Chilivis, Cochran, Larkins & Bever LLP
Counsel for Joseph Micca

DATED: _____

BY: _____
WILLIAM C. TINSLEY II
Tinsley Bacon Tinsley, LLC
Counsel for Joseph Micca

JOSEPH L. MICCA - RELATOR


DATED: _____

BY: _____
JOSEPH L. MICCA
Relator

DATED: _____

BY: _____
J.D. DALBEY
Chilivis, Cochran, Larkins & Bever LLP
Counsel for Joseph Micca

DATED: 12/19/2012

BY: 
WILLIAM C. TINSLEY II
Tinsley Bacon Tinsley, LLC
Counsel for Joseph Micca